

**THE UNITED STATES BANKRUPTCY CIRCUIT COURT  
OF THE SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11 Case #  
**09-50026 (REG)**

**MOTORS LIQUIDATION COMPANY, et al.,  
f/k/a General Motors Corp., et al.,**

**(Jointly Administristered)**

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**Barry-Henry: Spencer Junior, Third Party Plaintiff      IN ADMIRALTY**

Vs.

**GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,  
CARRIANNE BASLER, JOSEPH SMOLINSKY, PABLO FALABELLA,  
NICK S. CYPRUS, DAN AKERSON, UNKNOWN INSURERS, WEIL, GOSHAL & MANGES,  
ANY AND ALL UNKNOWN PARTIES,  
Third Party Defendants**

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**AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE, AND COUNTERCLAIM**

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Comes now Barry-Henry: Spencer Junior, Third Party Plaintiff, by optional special visitation and not appearing generally, before this court seeking a remedy in Admiralty as is provided by "The Saving to the Suitors Clause" at USC 28 -1333(1). I am standing in my unlimited commercial liability as a Secured Party Creditor and request that the Third Party Defendants do the same, and waive all of their immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519. This is based upon Suits and Admiralty act, Title 46, section 740, Suits in Admiralty, Title 46, section 781, Public Vessel Act, Title 46, Extension Act, and Expatriation via. UCC-1 Financing Statement and additional Statute Staple Documents of Political Status found in the Public Record of the Secretary of the State of MASSACHUSETTS, William Francis Galvin, at **Secured Transaction Number - 200972913140, International Registered Private Tracking Number - RE 011 - 42 - 963**. The District Court holds Original Jurisdiction under Title, section 1333, to hear the subject matter.

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AS TO COUNT 1: I, Barry-Henry: Spencer Junior, the Third Party Plaintiff, Secured Party Creditor, a Natural man, created by God, Demand that the ( Third Party Defendants) produce their Proof of Claim of Settlement for the Outstanding Billing Assessment . I demand to inspect the "Original Insurance Notes or Bonds for the Spencer Designated Claims 64658 (\$794,500,000.00) and 64659 (\$794,500,000.00) amount", "Original Capping Insurance Note or Bond, Agreed upon for claim 64658 -\$9,000,000.00" and the "Original Settlement Insurance Note or Bond for \$200,000.00", the agreed upon with wet ink signatures, along with the Title Page that shows whether or not the settlement, or payment has been satisfied. I believe that Motor Liquidation Company, General Motors, or any Insurance Holder has sold the original note and failed to give credit to my account. This note was created on my credit, and signature, or underwriting and was not an asset of Motor Liquidation Company, General Motors, Any John Doe

Insurance Holder or Bank. I believe the Third party defendants have not been damaged and have no legal right to not satisfy a debt collection claim based upon Bankruptcy. As you well know, Proof of Claim must be established by law. Only the Original Insurance Notes and Settlement proof will be accepted as proof of claim. If the Third Party Defendants have the original insurance notes let them bring it forth and offer their Proof of Claim for my inspection. I believe the Third Party Defendants DO NOT have lawful Proof of Claim and there is no evidence to the contrary. This is Dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.

AS TO COUNT 2: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees have been injured several times, associated with the debt General Motors and Motor Liquidation Company refused to pay to settle this debt. Motor Liquidation Company and General Motors has chosen to dishonor, by deceit and unfair business practice, and not provide a lawful Note of full value for the Proof of Claims, the Capping amount and/or Agreed Settlement Offer and has refused to zero the account with me. Lawful Money no longer is available for payment of debt in our economic system. Notes are considered as Legal Tender for debts, according to the Code. This is a Dishonor in Commerce, Fraud, Theft of Private Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 3: I, , Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees have been injured due to the value of the ALLEGED SETTLEMENT of \$200,000.00 carrying a value of only 20-25%, thus, only having a \$42,000.00 to \$52,000.00 value. Due to the deceit, fraud, theft of private funds I, Barry-Henry: Spencer Junior, under **fair debt collection** withdrawn the settlement agreement and moved to Cash in the Allowed Claim for as much as possible to settle all private debt that has occurred since the accident and the several tedious years of litigation in the state of Massachusetts and now the Federal Admiralty Courts.

AS TO COUNT 4: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees, also his private creditors who have placed liens upon his private property for private use and public property, has caused this Creditor substantial injury, and therefore, he had to move to acquire any and all funds even by liquidation of, or, attempt to liquidate the Allowed Claim-Stipulation and Settlement Resolving Claim No. 64658 & 64659, after filing a **UCC-1 Financing Statement upon GENERAL MOTORS and MOTOR LIQUIDATION COMPANY in Massachusetts and Verified Declaration in the Nature of an Affidavit of Truth in Commerce, Rejection of the Settlement Offer and Contract for Waiver of Tort**, this was sent Certified mail September 22, 2010, and neither Motor Liquidation Company or General Motors Responded, thus, agreeing with the Offer to Contract that voided the prior agreement based upon **Deceit, Commercial Fraud, Conspiracy and Barratry. This contract changed the Allowed Claim amount to \$39,000,000.00**. I believe that GENERAL MOTORS and MOTOR LIQUIDATION COMPANY is undermining, under valuing claims and using subtle threats, coercion and intimidation to prolong the settlement process, hence, stealing publicly and privately from its creditors.

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#### OPPORTUNITY TO CURE

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The Third Party Defendants have 14 calendar days to cure their Dishonor by the following:

1. Dismiss any and all claims against the Third Party Plaintiff, with prejudice and pay the Third Party Plaintiff \$39,00,000.00 (Thirty-nine Million US dollars) as is designated in the counterclaim herein, OR,
2. Pay all damages as indicated by the counterclaim contained herein with Real Money, Surrender any and all Public Hazard Bonds, other Bonds, Insurance Policies, 801K, CAFRA Funds, etc. as needed to satisfy counterclaim herein, OR,
3. Prove your claims with me have been settled by providing me with lawfully documented evidence that is certified true and correct, by (Officers of the Court), in their unlimited commercial liability, while Under Oath, On and For the Official Record, under penalties of the law including Perjury. This evidence must prove your case by preponderance or the greater weight of evidence and must answer each and every averment, Point by Point individually. If any and all points are not answered fully and accompanied by lawfully documented evidence, as provided herein, that will be Default on the part of the Third Party defendants. Non Response according to the conditions herein will be default. Incomplete answers and/ or lack of documented evidence as outlined herein will be Default. If the Third Party Defendants fail to respond as outlined herein, within 14 calendar days, this will be Default. Non Response will be a Self Executing Confession of Judgment by all Third Party Defendants, and will be complete agreement with all the statements, terms, and conditions of this contract. This is a contract in Admiralty. Any officer of the court that interferes or involves himself/herself with this claim will be added to this claim and become a Third Party Defendant. All Third Party Defendants are jointly and severally liable for this claim.

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## COUNTERCLAIM

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THE FOLLOWING DAMAGES HAVE BEEN ASSESSED AGAINST YOU SHOULD YOU FAIL TO MEET THE REQUIREMENTS AS PROVIDED IN THE OPPORTUNITY TO CURE CONTAINED HEREIN:

1. Failure to provide legal tender to settle both claims upon which relief for the Creditor can be granted \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
2. Failure to respond as outlined herein \$1,000,000.00 (One Million US Dollars.) per count Per Third Party Defendant.
3. Default by non response or incomplete response \$1,000,000.00 (One Million Dollars) per count Per Third Party Defendant.
4. Dishonor In Commerce - \$1,000,000.00 (One Million Dollars) per count per Third Party Defendant.
5. Fraud - \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
6. Racketeering - \$1,000,000.00 (One Million US Dollars) per count per Third Party Defendant.
7. Theft of Public/Private Funds -\$1,000,000.00 (One Million US Dollars) per count per Third Party Defendant.
8. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. \$1,000,000.00 (One Million US Dollars), per month, and interest of 1.5 % per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days beginning on the (31<sup>st</sup>) Thirty first Day after Default, the penalties for Failure to pay will increase by \$100,000.00 (One Hundred Thousand Us Dollars Per Day) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) calendar days of the date of

Default, the penalties for Failure to Pay Counterclaim will increase by \$1,000,000.00 (One Million US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.

9. All Claims are stated in US Dollars which means that a US Dollar will be defined, for the purposes of this counterclaim as, a One Ounce Silver coin of .999 pure silver, or the equivalent par value as established by law or the exchange rate as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin (US Silver Dollar) at the time of the first day of default as outlined herein, if the claim is to be paid in Federal Reserve Notes, Federal Reserve notes will only be accepted at Par Value as indicated above.
10. Total damages will be assessed as the total amount of the damages as outlined herein times three (3) for a total of all damages as outlined in items 1-5 added to three (3) times the damages, for punitive, or other additional damages.

Barry-Henry Spencer, Jr.  
Barry-Henry Spencer, Jr.  
Secured Party Creditor  
Date: 10-18-2010

10/18/2010



## NOTICE OF FINAL DETERMINATION AND JUDGMENT IN NIHIL DECIT

### Verified Affidavit in the Truth

By: me, addressee: Barry-Henry, family of Spencer Junior, sovereign  
[c/o 352 Walnut Avenue Street apt # 3,  
at Roxbury, county of Suffolk, Massachusetts near 02119]

Notice for: Harvey R. Miller, Stephen Karotkin, Joseph H. Smolinsky  
c/o WEIL, GOTSHAL & MANGES  
767 FIFTH AVENUE  
NEW YORK, NEW YORK 10153  
via Registered Mail: "RB 644 758 144 US"

Notice for: CLERK OF THE COURT, for placing in the sovereign's folder for public notice  
c/o united states BANKRUPTCY COURT-AT-LAW SDNY  
CHAPTER 11 CASE NO. 09-50026  
ONE BOWLING GREEN, ROOM 534  
NEW YORK, NEW YORK 10004  
via Certified Mail: " \_\_\_\_\_ " will be sent to court in 10-14 days

The following "Verified Affidavit in the Truth" is made explicitly under reserve and without recourse, and I hereby and herein claim my right to common law jurisdiction and refuse statutory jurisdiction and/or admiralty jurisdiction.

In the matter of: Your Case No. 09-50026 alleged Chapter 11

- § The United States of America, the perpetual
- § union of sovereign states combined
- § to form a constitutional republic
- § on the soil of Massachusetts, a sovereign state
- § within the perpetual union of states at the sovereign county of Suffolk

A matter must be expressed to be resolved. In commerce, truth is sovereign. Truth is expressed in the form of an affidavit. An unrefuted affidavit stands as truth in commerce. An unrefuted affidavit becomes the judgment in commerce. A Verified Affidavit in the Truth, under established commercial law, can only be satisfied: (1) by a rebuttal Verified Affidavit in the Truth; or, (2) by payment; or, (3) by agreement; or, (4) by resolution by a jury of twelve justices in the County Court of Record. The following "Verified Affidavit in the Truth" is an instrument in commerce. Commerce operates in truth. I am expressing truth by the following "Verified Affidavit in the Truth". Demand for truth is made of all parties for full disclosure.

Whereas, an unrefuted affidavit noticed for the public record is the highest form of evidence, I am hereby timely creating public record by declaration with the following "Verified Affidavit in the Truth" by

seasonable and timely notice, establishing factual evidence, and establishing estoppel in order of protecting my rights and my private property.

I hereby and herein declare that I am competent and of age for testifying. I have personal knowledge of the facts stated herein. The facts stated herein are stated under penalty of perjury by the Laws of God, my Creator, and by the laws of the United States of America, the perpetual union of sovereign states combined to form a constitutional republic, and by the laws of Texas, a sovereign state within the union of states. I have verified the facts stated herein as being true, correct, complete, certain and not misleading by signing and sealing my affidavit before a Notary Public as an authentic act.

The following facts are being duly noticed for the public record concerning In re MOTOR LIQUIDATION COMPANY, et al f/k/a GENERAL MOTORS CORPORATION, as referenced by your Chapter Case No. 09-50026 (REG). Notice to principal is notice to agent. Notice to agent is notice to principal. I hereby and herein declare and proclaim, by good faith, with clean hands and at arm's length, the following:

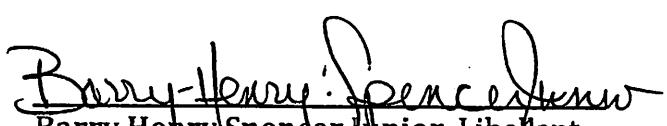
Comes now Barry Henry Spencer Junior to this court with the notice of the following facts:

1. On January 19 & 20<sup>th</sup>, A.D. 2003, I accompanied Tamika Nicole Scott to EXPRESSWAY TOYOTA MOTORS, and purchased a 1997 CADILLAC ELDORADO COUPE, Green, Vin# 1G6EL12Y8U604873.
2. The CADILLAC soon after began to experience numerous problems with stalling and shutting off while driving on public roads.
3. The CADILLAC was returned several times to EXPRESSWAY TOYOTA MOTORS, yet no alleged problems were found.
4. On several occasions I, Barry Henry Spencer Junior and/or other family members, were present when the vehicle had stalled and shutoff while in use, so this was the cause for returning the vehicle to EXPRESSWAY TOYOTA MOTORS,
5. Unbeknown to I, Barry Henry Spencer Junior and Tamika Nicole Scott, **numerous complaints were filed with GENERAL MOTORS CORPORATION**, concerning stalling and shutting off of CADILLACS and other problems with CADILLAC vehicles made between 1996-1997.
6. After the vehicle was allegedly working correctly, I, Barry Henry Spencer Junior, was operating the vehicle in Hyde Park, on American Legion Highway when I, switched lanes to avoid an accident and was rear ended had suddenly experienced the prior stalling and shutting off of the vehicle and veered uncontrollably off road into a tree.
7. I, sustained several injuries and several prior injuries were compounded which were treated at BOSTON MEDICAL CENTER and other Chiropractic Offices, to this day I still have minor and major problems physically with my back, legs, hands, and mental private issues as a result of the accident.
8. At the time I was working for ARAMARK CATERERS, KARA'S PAINTING and establishing a Private Business in Food Service business, hence, I sustained wages and Principal and Ownership Profit loss based upon the improper functioning of the CADILLAC vehicle.
10. I was advised by Tamika Nicole Scott that she received a recall notice from GENERAL MOTORS and that there was evidence in the recall reasons for the stalling and shutting off of the

vehicle, so as soon as I found out I informed an attorney who was representing me, however, he never moved forward on the issue, hence, eventually the relationship was resolved.

11. I eventually resolved issues with the vehicle insurer that rear ended me and Scott's insurer, and I was simultaneously attempting to resolve my Administrative remedies with GENERAL MOTORS by way of ESIS GM.
12. ESIS GM's employees and agents were very recalcitrant towards processing the claim, and providing the due process of the Administrative and Appellate procedure. Basically, when I requested the steps the claim was denied, and then I was denied an appeal, thus, it was accepted as proof of the debt and their silence was agreement.
13. Based upon ESIS GM's actions of Commercial Fraud, Deceit, Default and Dishonor, I had to have the process reviewed by the Massachusetts Suffolk Superior Court, yet they do not have original jurisdiction over Admiralty Maritime Claims.
14. The case sat in Massachusetts Suffolk Superior Court for several years and never gotten further than discovery, until the GENERAL MOTORS employees moved for a stay of the proceedings predicated upon this bankruptcy that was initiated freely by the Third Party Defendants employees, agents, and servants, thus, hindering and injuring me of my commercial & common law rights, of this Admiralty Maritime claim by way of the ADMINISTRATOR JUDGE, not ruling on several issues including an injunction to seize the GENERAL MOTORS vessel's property, in the amount of \$112,500,000.00, as surety.
15. The Boston team of GENERAL MOTORS employees, agents and servants attempted to withhold information about the Bankruptcy when it was initially filed, and attempted to exclude my claim as a creditor.
16. Eventually, I was given the opportunity to file a Verified Proof of Claim For Commercial Dishonor Certified Mail No. 7008 1830 0004 5593 6429 to which was a Contract, hence, it was dishonored by General Motors servants, MOTOR LIQUIDATION COMPANY and GARDEN CITY GROUP, by the TERMS OF THE CONTRACT.
17. None of the Third Party Defendants responded and the Commercial Dishonor was noted.
18. In order to participate in the ADR Proceeding I was subtlety coerced, intimidated and threatened in failure to respond to my Contracts, correspondence, calls, ect. to undermine my original proof of claims amount \$682,000,000.00 to \$9,000,000.00 Cap, with a \$200,000.00 Claim Settlement Floor and dismiss another claim, so in order to recoup some loss and pay my Trust's creditor's I had to agree.
19. Due to several disagreements and dishonor represented by the Third Party Defendant Debtors I filed a Motion of Objection and for sanctions for Vitiation and Bad Faith on Behalf of Debtors, In Breach of the ADR Proceedings, that was denied for failure to show a prima facie entitlement S/REG USBJ on 8/2/10. It seemed as if the Debtors gotten even bolder after this ruling.
20. Eventually, believing I would receive \$200,000.00 US and without funds to travel back and forth to New York for the unbarred Mediation Process (due to the MOTOR LIQUIDATION COMPANY, nor its attorneys not willing to agree to the subject matter of the Mediation), I agreed to end the case, and signed the Stipulation and Settlement Resolving Claim No. 64658 & 64659 on September 1, 2010.

21. It became apparent after signing the agreement it would not allow immediate payouts and the distressed Allowed Claims are under sold now at 25% if lucky.
22. I attempted to get full value from several Corporations that made a Market, yet nothing happened so I felt cheated, deceived, ect., and I believed it was commercial dishonor, so I moved to dissolve the agreement that had no accord and satisfaction by way of filing a UCC-1 Financing Statement in Massachusetts Secretary of State Corporate Offices, and a Notarized Verified Declaration In the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement Offer and Contract for Waiver of Tort with a \$39, 000,000.00 US billing assessment derived from Proof of Claims No. 64658 & 64659 was accepted as proof of the debt and their silence was agreement with the contract sent certified Mail to Carrianne Basler, Vice President for MOTOR LIQUIDATION COMPANY and First Class Mail to Nick S. Cyprus, Vice President, Controller and Chief Accounting Officer for GENERAL MOTORS ON September 22, 2010.
23. None of the Third Party Defendants has to this day responded and the Commercial Dishonor is noted.
24. The Second and Final notice is now being sent via registered mail# RB 644 758 144 US to the Attorneys for the Third Party Debtors, prior to asking the UNITED STATES BANKRUPTCY COURT JUDGE to Review the Collection Process.
25. I am presently attempting to sell the \$200,000.00 credit Allowed Claim to subtract it from the existing \$39,000,000.00 US billing debt against the Third Party Defendants,
26. The Third Party Defendants were given the opportunity to extend the Allowed Claim to One Million, so the debt can be sold and the agreed amount can be achieved and the dishonor unfair and deceptive acts can be annulled, however they have refused to do so, so the non-communication is further proof of their Agreement to the Term of my communication and their Dishonor.
27. THIS IS THE FINAL NOTIFICATION AND JUDGMENT. NO OTHER NOTIFICATIONS WILL BE SENT TO YOU. COLLECTION OF THIS LAWFUL CLAIM, AGAINST YOUR BONDS, INSURANCE POLICIES, 801-K, CAFR FUNDS, PROPERTIES, OR ANY OTHER SOURCE OF REVENUE TO CURE YOUR DISHONOR IN THE PUBLIC WILL BEGIN IN THREE BUISNESS DAYS IF THIS CLAIM IS NOT PAID IN FULL. ADDITIONAL CIVIL DAMAGES AND CRIMINAL CHARGES MAY ALSO BE FORTHCOMING. NON RESPONSE IS A SELF EXECUTING POWER OF ATTORNEY TO FILE LIENS AND ENCUMBERANCES AGAINST ANY AND ALL PROPERTY OF THE LIBELLEES.

  
Barry Henry Spencer, Jr., Libellant

DATE: 10/18/2010

If any man or woman wishes to respond to or rebut the foregoing "Verified Affidavit in the Truth", or has information that would controvert and overcome the foregoing "Verified Affidavit in the Truth", he or she is required to make such response or rebuttal, using only facts based on first-hand, personal knowledge, within ten business days of receipt by written, controverted, counter-affidavit form, signed under penalty of perjury, before a Notary Public, using his/her Christian name, controverting and overcoming each and every point of the foregoing "Verified Affidavit in the Truth", proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law and not merely the ultimate facts or conclusions of law, that my facts are substantially and materially false sufficient for changing my factual declarations. The foregoing "Verified Affidavit in the Truth" is an instrument in commerce, and I hereby and herein explicitly reserve all of my rights without recourse. In commerce, an unrefuted affidavit noticed on the public record is the highest form of evidence. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact, and the foregoing "Verified Affidavit in the Truth" will stand as final judgment in this matter. Failure to respond, nihil dicit, within ten business days of receipt establishes your unconditional acceptance of the foregoing facts, and the dismissal, closure and cancellation of this matter.

Verification: I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed, at arm's length, on the \_\_\_\_th day of the \_\_\_\_th month in the year of our Lord, two-thousand, ten at the county of Suffolk.

By: *Barry Henry Spencer Junior*  
By: me, addressee: Barry Henry, family of Spencer Junior,  
sovereign

Witnessed By: \_\_\_\_\_

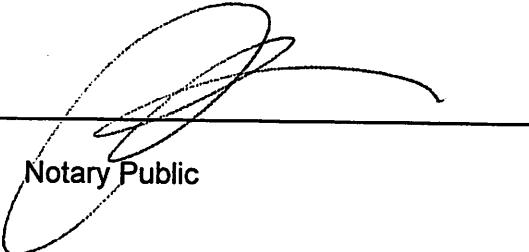
Witnessed: By: \_\_\_\_\_

#### Authentication

- § The United States of America, the perpetual
- § union of sovereign states combined
- § to form a constitutional republic on the soil of Massachusetts,
- § a sovereign state within the perpetual union of states
- § at the sovereign county of Suffolk

Having witnessed the signing and sealing of the foregoing "Verified Affidavit in the Truth", I place my hand and seal hereon as an authentic act by a Notary Public on this the 19th day of the Juneth month in the year of our Lord, two-thousand, 13, at the county of Suffolk.

By: \_\_\_\_\_

  
Notary Public



**COVER SHEET FOR FAX**

10/22/2013

220 pm

For: HARVEY R. MILLER

STEPHEN KAROTKIN

JOSEPH H. SMOLINSKY

WEIL, GOTSHAL & MANGES

767 FIFTH AVENUE

NEW YORK, NEW YORK 10153

From: Barry H. Spencer Jr

352 WALNUT AVENUE

ROXBURY, MA 02119 Fax# 617 541 6824 CELL# 617 905 84224

Note: This letter is in CONFIRMATION that neither your Office nor MOTOR LIQUIDATION has RESPONDED to my recent Court documents I was planning to file in the United States Bankruptcy Court if we cannot resolve this matter, s Your office and Carrianne Basler either received the documents Registered Mail or Certified Mail, and you have surpassed the time for riling a response, hence this fax is Proof of Your Dishonor, and Uncontested agreement with All the following:

1. Verified Declaration in the nature of an Affidavit of the Truth in Commerce, Rejection of the Settlement offer and Contract for waiver of Tort dated 9-21-2010;
2. Affidavit of Negative Averment, opportunity To Cure and Counter Claim;
3. Notice of Final Determination and Judgment in nihil necit  
-Verified Affidavit in the Truth, Demand for Payment;
4. Second demand for payment;
5. Final Demand for Payment;

**7-Notice of Claim for Maritime Lien;**

I, Barry Henry : Spencer Junior, hereby certify and state upon my full commercial Liability that these documents were mailed to WEIL, GOTSHAL & MANGES AND THE Vice president Carrianne Basler for MOTOR LIQUIDATION Company, thus, the following failure to respond is considered nihil dicet so the Motions will be filed as Uncontested, on Tuesday Morning November 2, 2010.

By:

**Barry-Henry: Spencer Jr**

• HP Officejet 6500 E709n All-in-One series

**Fax Log for**  
Tamika Nicole Scott  
617-541-6824  
Oct 29 2010 2:38PM

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**Last Transaction**

Date	Time	Type	Station ID	Duration	Pages	Result
<b>Digital Fax</b>						
Oct 29	2:23PM	Fax Sent	2123108007	15:10 N/A	35	OK

**Note:**

Image on Fax Send Report is set to Off

An image of page 1 will appear here for faxes that are sent as Scan and Fax.

**COVER SHEET FOR FAX**

For: HARVEY R. MILLER  
STEPHEN KAROTKIN  
JOSEPH H. SMOLINSKY  
WEIL, GOTSHAL & MANGES  
767 FIFTH AVENUE  
NEW YORK, NEW YORK 10153

From: Barry H. Spencer Jr  
352 WALNUT AVENUE  
ROXBURY, MA 02119 Fax# 617 541 6824 CELL# 617 905 84224

Note: This letter is in CONFIRMATION that neither your Office nor MOTOR LIQUIDATION has RESPONDED to my recent Court documents I was planning to file in the United States Bankruptcy Court if we cannot resolve this matter. Your office and Carrianne Basler either received the documents Registered Mail or Certified Mail, and you have surpassed the time for filing a response, hence this fax is Proof of Your Dishonor, and Uncontested agreement with All the following:

1. Verified Declaration in the nature of an Affidavit of the Truth in Commerce, Rejection of the Settlement offer and Contract for waiver of Tort dated 9-21-2010;
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3. Notice of Final Determination and Judgment in nihil necit  
-Verified Affidavit in the Truth, Demand for Payment;
4. Second demand for payment;
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By:

**Barry-Henry: Spencer Jr**

**11-01-2010**

This is a reminder that we have a private issue that needs to be resolved so this fax was resent to ensure fairness in this private, yet public issue. My suggestion is simple provide me with

1 fully equipt caddy SUV – dvd, cd, all the perks in good faith

And \$1,500,000.00 USD, or,

Provide your responses to my motions and let's see if I have been fair and if you knowingly dealt with unclean hands in fraud and deceit by knowing I would in no way would of obtained the \$200,000.00 I agreed to under duress coercion and threats of additional unnecessary litigation while my family continues to suffer unnecessarily. I really want to see how you expect to enforce a deal that was fraudulent from the start...

I need your answer by the end of business today.

HP Officejet 6500 E709n All-in-One series

**Fax Log for**  
Tamika Nicole Scott  
617-541-6824  
Nov 01 2010 3:04PM

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**Last Transaction**

Date	Time	Type	Station ID	Duration	Pages	Result
<b>Digital Fax</b>						
Nov 1	3:03PM	Fax Sent	2123108007	0:00 N/A	0	No answer

**Note:**

Image on Fax Send Report is set to Off

An image of page 1 will appear here for faxes that are sent as Scan and Fax.

HP Officejet 6500 E709n All-in-One series

**Fax Log for**  
Tamika Nicole Scott  
617-541-6824  
Nov 01 2010 4:33PM

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**Last Transaction**

Date	Time	Type	Station ID	Duration	Pages	Result
<b>Digital Fax</b>						
Nov 1	4:32PM	Fax Sent	2123108007	0:32 N/A	0	Cancel

**Note:**

Image on Fax Send Report is set to Off

An image of page 1 will appear here for faxes that are sent as Scan and Fax.



**PRIVATE**  
THIS IS NOT A PUBLIC COMMUNICATION

Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent

SUFFOLK COUNTY  
COMMONWEALTH OF MASSACHUSETTS  
United States of America 1787 AD

**SILENCE IS ACQUIESCE, AGREEMENT, AND DISHONOR**  
**THIS IS A SELF-EXECUTING CONTRACT**

**NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY**  
**ab initio ADMINISTRATIVE REMEDY**  
**[28 U.S.C. §1333, §1337, §2461 and §2463]**

FILE # 01

DATE: 10/15/2010

**DEMAND FOR PAYMENT**

**LIBELLANT:**

Barry-Henry: Spencer Junior, Trustee, Executive Trustee for the Private Contract Trust known as  
**BARRY HENRY SPENCER JR**  
c/o 352 Walnut Avenue  
Roxbury, MA [02119]

**LIBELLEE:**

GENERAL MOTORS CORPORATION,  
Attn: NICK S. CYPRUS, VICE PRESIDENT  
300 RENAISSANCE CENTER  
DETROIT, MICHIGAN 48265-3000

MOTOR LIQUIDATION COMPANY  
Attn: CARRIANE BASLER, VICE PRESIDENT  
2101 CEDER SPRINGS ROAD, SUITE 1100  
DALLAS, TEXAS 75201

This demand for payment is applicable to all successors and assigns.

Libellant is entitled to performance and stipulated damages agreed to by Libellees failure to respond or rebut the **INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY-Verified Proof of Claim For Commercial Dishonor** File # Cert Mail 7008 1830 0004 5593 6429 #, dated November 16, 2009, Negative Averment, hereinafter "ICC". Additionally, Libellees have failed to respond to the Affidavit of Negative Averment, Opportunity to cure, and Counterclaim dated October 15, 2010 of Negative Averment, Opportunity to Cure, and Counterclaim.

As per Libellees agreement to damages amounting to the sum certain total listed in the TRUE BILL accounting of the dishonored ICC in the following amounts, as the terms and conditions did clearly manifest, this document is a demand for payment of the agreed damages.

## **DEMAND FOR SETTLEMENT AS PER AGREEMENT**

**SUM CERTAIN PER AGREEMENT: USD \$39,000,000.00 US**

"Libellant reserves the right to amend and correct and adjust the Accounting and True Bill to reflect injuries due to continued trespass."

The Sum certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

## **DEMAND FOR PAYMENT**

Libellant grants Libellee Three (3) days, exclusive of the date of receipt, to settle by payment of the claims contained in this document. Failure to settle is a commercial dishonor [UCC3-505]. This is a UCC CONFIRMATORY WRITING and STATUTE STAPLE and is a perfected Contract upon the completion of this commercial process.

It is mandatory that if Libellee elects to respond to the foregoing, any such response must be done by delivering payment as stated in Libellant's ICC mailing location exactly as shown below:

Barry-Henry: Spencer Junior, Trustee, Executive Trustee for the Private Contract Trust known as  
BARRY HENRY SPENCER JR  
c/o 352 Walnut Avenue Apt # 3  
Roxbury, MA near {02119}

## **CONTRACTUAL NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW**

Libellant is moving for settlement [U.C.C. 3-501 and U.C.C. Article 9] causing this **NOTICE OF DEMAND AND SETTLEMENT** service upon the Libellee by Registered Mail. This is a commercial process within the Admiralty.

Libellee is granted three (3) days [Truth in Lending Act at Regulation Z at 12 CFR and portions of 15 USC], exclusive of the day of service to make full payment of the Sum Certain as stated above and as evidenced in Libellant's Accounting and True Bill.

## **COMMERCIAL AFFIDAVIT OATH AND VERIFICATION**

SUFFOLK COUNTY )  
                          ) ss      **Commercial Oath and Verification**  
COMMONWEALTH OF    )  
MASSACHUSETTS        )

I, Barry-Henry: Spencer Junior, Executive Trustee for BARRY HENRY SPENCER JR, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law.

## **EXPRESS SPECIFIC RESERVATION OF RIGHTS**

I explicitly reserve all my Natural rights as an American under contract Law of the Divine Creator without prejudice and, without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits or privileges of any unrevealed contract or commercial agreement.

By: Berry-Henry Francis James

By: Barry-Henry Spencer Junior, Executive Trustee for the Private Contract Trust known as  
**BARRY HENRY SPENCER JR**

## JURAT

SUFFOLK COUNTY )  
COMMONWEALTH OF )  
MASSACHUSETTS )

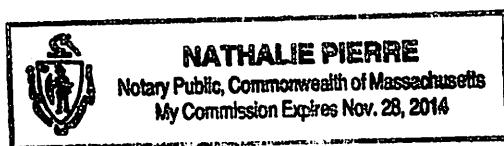
The above named Libellant, Barry-Henry: Spencer Junior, Executive Trustee for BARRY HENRY SPENCER JR appeared before me, a Notary, subscribed, sworn to the truth of this contractual **NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this \_\_\_\_\_ day of October, 2010.

Notary

**SEAL**

My Commission expires 10/28/104





**PRIVATE**

Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent

**THIS IS NOT A PUBLIC COMMUNICATION**

**SUFFOLK COUNTY  
COMMONWEALTH OF MASSACHUSETTS  
United States of America 1787 AD**

**SILENCE IS ACQUIESCENCE, AGREEMENT, AND DISHONOR  
THIS IS A SELF-EXECUTING CONTRACT**

**NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY  
ab initio ADMINISTRATIVE REMEDY  
[28 U.S.C. §1333, §1337, §2461 and §2463]**

FILE #01

DATE: 10/15/2010

## **SECOND DEMAND FOR PAYMENT**

### **LIBELLANT:**

Barry-Henry: Spencer Junior Trustee, Executive Trustee for the Private Contract Trust known as  
BARRY HENRY SPENCER JR

### **LIBELLEE:**

GENERAL MOTORS CORPORATION,  
Attn: NICK S. CYPRUS, VICE PRESIDENT  
300 RENAISSANCE CENTER  
DETROIT, MICHIGAN 48265-3000

MOTOR LIQUIDATION COMPANY  
Attn: CARRIANE BASLER, VICE PRESIDENT  
2101 CEDER SPRINGS ROAD, SUITE 1100  
DALLAS, TEXAS 75201

This second demand for payment is applicable to all successors and assigns.

Libellant is entitled to performance and stipulated damages agreed to by Libellees failure to respond or rebut the **INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY** - Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement offer and contract for Waiver of Tort - File# Certified Mail# 7010 0290 0003 5399 7405 dated September 22, 2010 DATE OF CLAIM, herein referred to "ICC".

Additionally, Libellees have failed to respond to the **NOTICE OF DISHONOR AND FAULT AND OPPORTUNITY TO CURE** dated November 16, 2009 DATE OF FIRST NOTICE OF FAULT.

As per Libellees agreement to damages amounting to the sum certain total listed in the TRUE BILL accounting of the dishonored ICC in the following amounts, as the terms and conditions did clearly manifest, this document is a demand for payment of the agreed damage.

## **SECOND DEMAND FOR SETTLEMENT AS PER AGREEMENT**

**SUM CERTAIN PER AGREEMENT:** **USD \$ 39,000.000.00**  
**AMOUNT OF CLAIM**

"Libellant reserves the right to amend and correct and adjust the Accounting and True Bill to reflect injuries due to continued trespass."

The Sum certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

## **SECOND DEMAND FOR PAYMENT**

Libellant grants Libellee three (3) days, exclusive of the date of receipt, to settle by payment of the claims contained in this document. Failure to settle is a commercial dishonor [UCC3-505]. This is a UCC CONFIRMATORY WRITING and STATUTE STAPLE and is a perfected Contract upon the completion of this commercial process.

It is mandatory that if Libellee elects to respond to the foregoing, any such response must be done by delivering payment as stated in Libellant's ICC mailing location exactly as shown below:

Barry-Henry: Spencer Junior, Executive Trustee for the Private Contract Trust known as  
**BARRY HENRY SPENCER JR**  
c/o 352 Walnut Avenue #3  
Roxbury, MA near [02119]

## **CONTRACTUAL SECOND NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW**

Libellant is moving for settlement [U.C.C. 3-501 and U.C.C. Article 9] causing this **SECOND NOTICE OF DEFAULT AND DEMAND FOR SETTLEMENT** service upon the Libellee by Registered Mail. This is a commercial process within the Admiralty.

Libellee is granted three (3) days [Truth in Lending Act at Regulation Z at 12 CFR and portions of 15 USC], exclusive of the day of service to make full payment of the sum certain as stated above and as evidenced in Libellant's Accounting and True Bill.

## **COMMERCIAL AFFIDAVIT OATH AND VERIFICATION**

SUFFOLK COUNTY )  
COMMONWEALTH OF ) ss      **Commercial Oath and Verification**  
MASSACHUSETTS      )

I, Barry-Henry: Spencer Junior, Executive Trustee for BARRY HENRY SPENCER JR, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law

## **EXPRESS SPECIFIC RESERVATION OF RIGHTS**

I explicitly reserve all my Natural rights as an American under contract Law of the Divine Creator without prejudice and, without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits or privileges of any unrevealed contract or commercial agreement.

By: Barry-Henry! Spencer Juras

By: Barry-Henry Spencer Junior, Executive Trustee for the Private Contract Trust known as  
**BARRY HENRY SPENCER JR**

## JURAT

SUFFOLK COUNTY )  
COMMONWEALTH OF )  
MASSACHUSETTS )

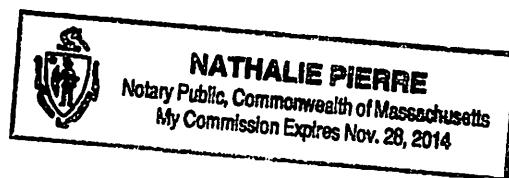
The above named Libellant, Barry-Henry: Spencer Junior, Executive Trustee for BARRY HENRY SPENCER JR appeared before me, a Notary, subscribed, sworn to the truth of this contractual **SECOND NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this 11 day of October, 2010.

## Notary

**SEAL**

My Commission expires 10/28/2014





**PRIVATE**  
THIS IS NOT A PUBLIC COMMUNICATION

Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent

SUFFOLK COUNTY  
COMMONWEALTH OF MASSACHUSETTS  
United States of America 1787 AD

**SILENCE IS ACQUIESCE, AGREEMENT, AND DISHONOR**  
**THIS IS A SELF-EXECUTING CONTRACT**

**NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY**  
**ab initio ADMINISTRATIVE REMEDY**  
**[28 U.S.C. §1333, §1337, §2461 and §2463]**

FILE #01

DATE: 10/15/2010

**FINAL DEMAND FOR PAYMENT**

**LIBELLANT:**

Barry-Henry: Spencer Junior, Executive Trustee for the Private Contract Trust known as BARRY HENRY  
SPENCER JR  
c/o 352 Walnut Avenue apt# 3  
Roxbury, MA near [02119]

**LIBELLEE:**

GENERAL MOTORS CORPORATION,  
Attn: NICK S. CYPRUS, VICE PRESIDENT  
300 RENAISSANCE CENTER  
DETROIT, MICHIGAN 48265-3000

MOTOR LIQUIDATION COMPANY  
Attn: CARRIANE BASLER, VICE PRESIDENT  
2101 CEDER SPRINGS ROAD, SUITE 1100  
DALLAS, TEXAS 75201

This demand for payment is applicable to all successors and assigns.

Libellant is entitled to performance and stipulated damages agreed to by Libellees failure to respond or rebut the INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY - File # REGISTERED MAIL # dated DATE OF CLAIM, hereinafter "ICC". Additionally, Libellees have failed to respond to the NOTICES OF DISHONOR AND FAULT AND OPPORTUNITY TO CURE THAT WERE DELIVERED BY NOTARY PRESENTMENT dated November 16, 2009 DATE OF FIRST NOTICE OF FAULT and September 22, 2010 DATE OF SECOND NOTICE OF FAULT.

As per Libellees agreement to damages amounting to the sum certain total listed in the TRUE BILL accounting of the dishonored ICC in the following amounts, as the terms and conditions did clearly manifest, this document is a demand for payment of the agreed damages.

## FINAL DEMAND FOR SETTLEMENT AS PER AGREEMENT

**SUM CERTAIN PER AGREEMENT: USD \$ 39,000,000.00**

"Libellant reserves the right to amend and correct and adjust the Accounting and True Bill to reflect injuries due to continued trespass."

The Sum certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

## FINAL DEMAND FOR PAYMENT

Libellant grants Libellee Three (3) days, exclusive of the date of receipt, to settle by payment of the claims contained in this document. Failure to settle is a commercial dishonor [UCC3-505]. This is a UCC CONFIRMATORY WRITING and STATUTE STAPLE and is a perfected Contract upon the completion of this commercial process.

It is mandatory that if Libellee elects to respond to the foregoing, any such response must be done by delivering payment as stated in Libellant's ICC mailing location exactly as shown below:

Barry-Henry: Spencer Junior, Executive Trustee for the Private Contract Trust known as  
**BARRY HENRY SPENCER JR**  
c/o 352 Walnut Avenue Apt# 3  
Roxbury, MA near [02119]

## CONTRACTUAL FINAL NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW

Libellant is moving for settlement [U.C.C. 3-501 and U.C.C. Article 9] causing this FINAL NOTICE OF DEFAULT AND DEMAND FOR SETTLEMENT service upon the Libellee by Registered Mail. This is a commercial process within the Admiralty.

Libellee is granted Three (3) days [Truth in Lending Act at Regulation Z at 12 CFR and portions of 15 USC], exclusive of the day of service to make full payment of the Sum Certain as stated above and as evidenced in Libellant's Accounting and True Bill.

## COMMERCIAL AFFIDAVIT OATH AND VERIFICATION

SUFFOLK COUNTY )  
 ) ss      Commercial Oath and Verification  
COMMONWEALTH OF )  
MASSACHUSETTS )

I, Barry-Henry: Spencer Junior, Executive Trustee for BARRY HENRY SPENCER JR, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law.

## **EXPRESS SPECIFIC RESERVATION OF RIGHTS**

I explicitly reserve all my Natural rights as an American under contract Law of the Divine Creator without prejudice and, without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits or privileges of any unrevealed contract or commercial agreement.

By: Barry-Henry Spencer Jones

By: Barry-Henry Spencer Junior, Executive Trustee for the Private Contract Trust known as

**BARRY HENRY SPENCER JR**  
c/o 352 Walnut Avenue Apt# 3  
Roxbury, MA near [02119]

## JURAT

SUFFOLK COUNTY )  
COMMONWEALTH OF )  
MASSACHUSETTS )

The above named Libellant, Barry-Henry: Spencer Junior, Executive Trustee for BARRY HENRY SPENCER JR appeared before me, a Notary, subscribed, sworn to the truth of this contractual **FINAL NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this 12 day of October, 2010.

## Notary

**SEAL**

My Commission expires 10/28/2014



## **EXPRESS SPECIFIC RESERVATION OF RIGHTS**

I explicitly reserve all my Natural rights as an American under contract Law of the Divine Creator without prejudice and, without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits or privileges of any unrevealed contract or commercial agreement.

By: Benny - Henry Spencer Junis  
By: Benny - Henry Spencer Junis, Executive Trustee for

By: Barry-Henry Spencer Jr, Executive Trustee for the Private Contract Trust known as  
**BARRY HENRY SPENCER JR**  
c/o 352 Walnut Avenue Apt# 3  
Roxbury, MA near [02119]

## JURAT

SUFFOLK COUNTY )  
COMMONWEALTH OF )  
MASSACHUSETTS )

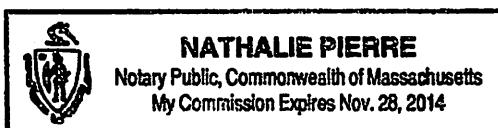
The above named Libellant, Barry-Henry: Spencer Junior, Executive Trustee for BARRY HENRY SPENCER JR appeared before me, a Notary, subscribed, sworn to the truth of this contractual **FINAL NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this 12 day of October, 2010.

Notary

**SEAL**

My Commission expires 10/28/2014



By: Me, Addressee: Barry-Henry: (Spencer) junior  
% MCI BONCORD  
P.O. Box 9106  
CONCORD, MA 01742

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK ) ss CHAPTER 11 (CASE NO. 09-50026)

AFFIDAVIT of Barry-Henry: (Spencer) junior — Uncontested Filing —

ON this 2nd day of January 2011, for the purpose of verification and certification that the following is true, the whole truth and not misleading in any shape or form, as follow:

1. I not feeling MLC or its Attorneys did not Fully disclose the terms of the Settlement to me not being a lawyer or a Student of the law I wrote them and explained my failure to Comprehend, it (correspondence) was ignored;
2. I mailed documents listed in Certification of mailing on about 15th of October via Registered Mail and Certified mail, the offers to contract were ignored;
3. I faxed the Documents and my intent to file with the Court for Review of the Contracts and if they do not respond I will file Uncontested, on 10/29/2010.
4. I believe on 10/30/2010 Joseph H. Smolinsky and Pablo Falabella called me on Conference Call, I asked if we could resolve the issues by payment, or a better offer so I can cash out now and receive my full settlement amount due to them knowing to cash out at the amount given was a loss to me, and my family; the Attorney for the Debtors, told me he(Smolinsky) will file a motion to Make me Honor the Settlement, although I asked for the motion on this Date, he has failed to provide it;

5. All of my documents have went uncontested and the Court, in accord with its rules, know the Debtor's Attorney's are registered & Schooled Practitioners of the law and know the consequences; for an uncontested motion and in the T.A.X I told them I will file the 'Documents/Motions Uncontested' on November 2, 2010 they had two months today to discuss or respond to this matter of conflict.

Sworn and done under my full Commercial Liability as a first hand knowledge document, under pains & penalties of perjury

Dated: 21/3/2011

By:

Baer-Henry, Jr., Jr., Jr.

THE United States Bankruptcy Circuit Court  
of the Southern District of New York

PRIVATE

Chapter 11 Case #

09-50026 (REG)

IN RE

Motor LIQUIDATION COMPANY, et.al.,  
f/k/a General Motors Corp. et.al.,

(Jointly Administrated)

Barry-Henry Spencer Junior,  
Third Party Plaintiff

IN ADMIRALTY

vs.

GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,  
CARLA ANN Basker, Joseph Goldinsky, Pablo Fatarella,  
Nick S. (YRRIS), DAN AKERSON, UNKNOWN INSURERS,  
WEIL, GOSNAL & MANGES, any and all UNKNOWN

Parties, et al.,

Third Party Defendants

MOTION TO ACCEPT INDEMNITY.

Discharge Bonds

Now comes Barry-Henry Spencer Junior, third Party Plaintiff and moves this Honorable Court to appear optional not general to offer Private Discharging and Indemnity Bond No. 78554CC and Registered Bonded Promissory Note No. RB044 758 135 vs Bond D, to stay in HONOR, and INDEMNIFY the Court and its actors, and discharge any and all debt for any and all Plaintiffs or Defendants in this case, I offer my Unlited (commercial) liability to properly indemnify against any potential losses, with the understanding that these bonds should issue in lieu of arrest or detention of the man, Barry-Henry Spencer Junior, due to said Plaintiffs or Defendants by any

injury pursuant to the General maritime law and applicable Statute law in the form of applicable contracts, none of which are to regard as waived and are specifically reserved.

I am standing on my unlimited commercial liability as a secured party creditor, see Affidavit of Negative Averment, opportunity to Cure, and Counter Claim, and request All Third Party Defendants, and assignees, designees do the same, and waive all immunities, since they knowingly vitiated the contracts, and did not make Full Disclosure, to me, see Verified Declaration in the nature of an Affidavit of Truth in commerce, Rejection of the SETTLEMENT OFFER and Contract for waiver of tort,

#### NO OTHER REMEDY

To deny as payment and indemnity places the Fiduciary TRUSTEE, Barry-Henry Spencer Junior, in Dishonor, and leave all Court cost, fees & charges, open, thus, causing Tax Fraud and I do not want to be considered one of those Debtors, when I am an established creditor.

#### Expressed Specific Reservation of RIGHTS

I explicitly reserve all my natural rights as an American, and Creek Moer (Indian) under Contract law of the Divine (Creator) without prejudice and without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits of privileges of any unrelated or unrevealed contract or commercial agreement.

By:

Dated: 1/3/2011

Barry-Henry Spencer Junior,  
Secured Party Creditor  
EXECUTIVE TRUSTEE for the Private  
Contract TRUST known as,  
BARRY H. SPENCER JR,

REGISTERED BONDED PROMISSORY NOTE

**COPY**

NEGOTIABLE

\$40,000,000.00

Forty Million United States Dollars

NEGOTIABLE

**NOTE NUMBER# RB 644 758 135 US Bond D**

**USPO REGISTERED MAIL # RB 644 758 135 US #**

Pay to the Order of: UNITED STATES OF AMERICA, DEPARTMENT OF THE TREASURY,  
c/o TIMOTHY F. GEITHNER, TRUSTEE OF THE US BANKRUPTCY, &  
UNITED STATES FEDERAL COURT and GENERAL MOTORS/MOTOR LIQUIDATION  
CORPORATION, ACCOUNT HOLDER per stirpes

In the Amount of: FORTY MILLION DOLLARS

For Credit to: UNITED STATES FEDERAL COURT and GENERAL  
MOTORS/MOTOR LIQUIDATION COMPANY, ACCOUNT HOLDER, For  
BARRY HENRY SPENCER JR Account Number on Statement, Chapter 11 No. 09-50026  
Exact Amount Showing On Statement \$ 39,000,000.00 plus interest, penalties, and, extra fees for the  
benefit of BARRY HENRY SPENCER JUNIOR.

Routing Through: Private Offset & Discharge Bond Number LRB 644 758 135 US Bond B  
c/o SECRETARY OF THE TREASURY, TIMOTHY F. GEITHNER

This negotiable instrument, tendered lawfully by Barry-Henry: Spencer Junior, ("Maker") in good faith shall  
evidence as a debt to the Payee/Payer pursuant to the following terms: This is an unconditional promise to pay.

1. This Note shall be posted in full dollar for dollar pursuant to the Credit order noted above and presented to the Payee, UNITED STATES DEPARTMENT OF THE TREASURY c/o, TRUSTEE OF THE US BANKRUPTCY, TIMOTHY F. GEITHNER. After discharge of the debt, 80% of the balance of the funds are to be credited to the US Treasury to be used for the benefit of the same, and 20% of the remainder shall be credited to the account of BARRY H. SPENCER JR., routing number 011075150, account number 3970486492 (Sovereign Bank)
2. Payee shall, upon receipt of this instrument, charge account SS# 026-56-3472 via Pass-Through Account SS# 026563472 and F74356492 for the purpose of terminating any past, present, or future liabilities express or implied attached or attributed to SS# 026563472 and F74256492. This is a public debt obligation of the United States.
3. Payee shall ledger this Note for a period of six months commencing the start of business on October 12,2010, until close of business October 12, 2039, not to exceed 180 days, at an interest rate equal to the current rate per annum, and
4. Upon maturity, this Note shall be due and payable in full with interest and any associated fees. Payment shall be ledgered against Private Offset Bond Number RB 644 758 135 US BOND B , USPO Registered Mail Tracking Number, RB 644 758 135 US held and secured by TIMOTHY F. GEITHNER, SECRETARY OF THE US TREASURY. Void where prohibited by law.

Attn: CEO or CFO, Clerk of Court  
Vendor/UNITED STATES  
BANKRUPTCY COURT, SDNY  
1 BOWLING GREEN, ROOM 534  
NEW YORK, NEW YORK 10004

TIMOTHY F. GEITHNER  
DEPARTMENT OF THE TREASURY  
1500 PENNSYLVANIA AVE NW  
WASHINGTON, D.C. 20220

Barry-Henry: Spencer Junior  
c/o 352 Walnut Avenue #3  
Roxbury, MA near [02119]  
non-domestic without the US

10-24-2010

Date

Barry-Henry: Spencer Junior  
Signature

Accepted for Value  
Exempt from Levy  
Deposit to the US Treasury  
Charge the same to Account # 026- 56 3472

**COPY**

BARRY HENRY SPENCER JR

Exemption # 026563472 AND F74256492  
Return for Settlement & Discharge

  
Signature \_\_\_\_\_ Date 10/15/2010

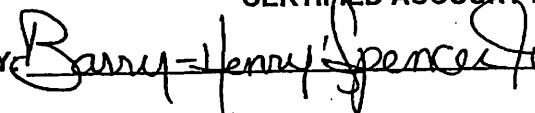
NON-NEGOTIABLE CHARGE BACK  
OFFICE HOLDER  
SECRETARY OF THE TREASURY

I ACCEPT FOR VALUE ALL RELATED ENDORSEMENTS IN ACCORDANCE  
WITH UCC 3-419, HJR 192, AND PUBLIC LAW 73-10.

CHARGE MY PRIVATE UCC-CONTRACT TRUST ACCOUNT

EXEMPTION IDENTIFICATION # FOR THE REGISTRATION FEES AND COMMAND THE MEMORY OF  
BARRY HENRY SPENCER JR ACCOUNT NUMBER 026-56-3472  
TO CHARGE THE SAME TO THE DEBTOR'S ORDER, OR YOUR ORDER.

PREPAID COMMON STOCK  
PRIORITY - EXEMPT FROM LEVY  
POSTED: UNITED STATES POST OFFICE REGISTERED MAIL #RB 644 758 135 US  
CERTIFIED ACCOUNT-INVOICE # 026563472

BY:  DATE: 10/15/2010

Form **W-8BEN**  
(Rev. February 2006)  
Department of the Treasury  
Internal Revenue Service

**Certificate of Foreign Status of Beneficial Owner  
for United States Tax Withholding**

OMB No. 1545-1621

► Section references are to the Internal Revenue Code. ► See separate instructions.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)

Instead, use Form:  
W-9

W-8ECI

W-8ECI or W-8IMY

W-8ECI or W-8EXP

W-8IMY

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary

Note: See instructions for additional exceptions.

**Part I Identification of Beneficial Owner (See instructions.)**

1 Name of individual or organization that is the beneficial owner  
Barry-Henry: Spencer Junior

2 Country of incorporation or organization  
N/A

3 Type of beneficial owner:  Individual  Corporation  Disregarded entity  Partnership  Simple trust  
 Grantor trust  Complex trust  Estate  Government  International organization  
 Central bank of issue  Tax-exempt organization  Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route).

N/A  
City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)  
N/A

5 Mailing address (if different from above)  
non-domestic mail, c/o 352 Walnut Avenue Apt# 3,  
City or town, state or province. Include postal code where appropriate.  
Roxbury, county of Suffolk, The State of Massachusetts

Country (do not abbreviate)  
Massachusetts

6 U.S. taxpayer identification number, if required (see instructions)  
 SSN or ITIN  EIN

7 Foreign tax identifying number, if any (optional)  
26 C.F.R. 301.6109-1(g)

8 Reference number(s) (see instructions)  
The purpose of completing this form is my notice to correct the incorrect presumption of incorrect status.

**Part II Claim of Tax Treaty Benefits (if applicable)**

9 I certify that (check all that apply):

a  The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a ..... % rate of withholding on (specify type of income): .....  
Explain the reasons the beneficial owner meets the terms of the treaty article: .....

**Part III Notional Principal Contracts**

11  I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.
- 2 The beneficial owner is not a U.S. person.
- 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
- 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

28 U.S.C. 1746(1)

By:

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Massachusetts  
Capacity in which acting

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